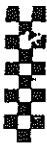


# **EXHIBIT E**



May 22, 2007 3:03PM 0056

(FAX) 4155761776 No. 2686 P. 2/41/003

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### FACSIMILE TRANSMISSION COVER SHEET

<b>TO:</b>	<b>Telephone No.</b>	<b>Fax No.</b>
Lisa J. Rodriguez	(856) 795-9002	(856) 795-9887
<b>FROM:</b> William M. Audet		
<b>DATE:</b> May 22, 2007	<b>TOTAL PAGES:</b> 3 (including this cover page)	
<b>RE:</b> <i>Workman, et al. v. Menu Foods, et al., 07-cv-1338</i>		

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(FAX) 4155761771 No. 2686 P. 3/42/003

# THE FERRARA LAW FIRM

LAWYERS HELPING PEOPLE  
SINCE 1971

Michael A. Ferrara, Jr., Esquire  
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May 22, 2007

## VIA HAND DELIVERY

The Honorable Noel L. Hillman  
United States District Court  
District of New Jersey  
Mitchell H. Cohen U.S. Courthouse  
1 John F. Gerry Plaza, Room 6020  
Camden, NJ 08101

Re: Workman, et al. v. Meun Foods, et al.  
Case No.: 07-cv-1338

Dear Judge Hillman:

My firm serves as local counsel with a number of firms that have filed class action cases throughout the United States, including this District. We wish to address to the Court our concerns with the current proposed "solicitation" letter submitted by a limited number of Plaintiffs' counsel.

Without notifying my firm (and dozens of other firms with pending class cases in this and other Districts), a limited number of Plaintiffs' counsel unilaterally filed the current motion before your Honor. While we have no objection to certain aspects of the motion, from our viewpoint, the proposed letter submitted by a limited number of self-selected counsel (who have yet to obtain any court-approved leadership role) may create more problems than it solves.

For example, a number of the firms listed as signatories to the letter apparently have been included in this self-appointed leadership structure for "political" reasons undisclosed to this Court. To allow a self-selected group of firms to be the 'only' plaintiffs' firms listed as signatories to such an important letter is totally inappropriate.

MMay. 22. 2007E 3:03PM 0056

(FAX)4155761777No. 2686 P. 4/43/003

The Honorable Noel L. Hillman  
May 22, 2007  
Page 2

As such, on behalf of my firm's clients (as well as the dozens of other firms intentionally excluded from this process), we object to the distribution of the proposed letter to class members without full and fair representation by all counsel with pending MDL cases.

Very respectfully,

  
Michael A. Ferrara, Jr.

cc: William M. Audet, Esquire  
Scott A. Kamber, Esquire  
Lisa J. Rodriguez, Esquire  
Jason Holfield, Esquire  
Frank Jablonski, Esquire  
Jeremy Hutchinson, Esquire  
Thomas M. Ferlauto, Esquire  
John Blin, Esquire  
Larry Drury, Esquire  
Gerald H. Hanson, Esquire

# **EXHIBIT F**

1

1 UNITED STATES DISTRICT COURT  
2 FOR THE DISTRICT OF NEW JERSEY

3 JARED WORKMAN, ET AL,

4 PLAINTIFFS, CIVIL ACTION NUMBER:

5 -VS- 07-1338

6 MENU FOODS,

7 DEFENDANT.

8  
9 MITCHELL H. COHEN UNITED STATES COURTHOUSE  
ONE JOHN F. GERRY PLAZA  
10 CAMDEN, NEW JERSEY 08101  
MAY 23, 2007

11 B E F O R E: THE HONORABLE NOEL L. HILLMAN  
12 UNITED STATES DISTRICT JUDGE

13 A P P E A R A N C E S:

14 TRUJILLO RODRIGUEZ & RICHARDS, LLC  
BY: LISA J. RODRIGUEZ, ESQUIRE

15 BERGER & MONTAGUE  
BY: RULLELL D. PAUL, ESQUIRE

16 WEXLER TORISEVA WALLACE  
17 BY: KENNETH A. WEXLER, ESQUIRE

18 THE FERRARA LAW FIRM  
BY: MICHAEL A. FERRARA, JR., ESQUIRE

19 KAMBER & ASSOCIATES, LLC  
20 BY: SCOTT A. KAMBER, ESQUIRE.  
ATTORNEYS FOR THE PLAINTIFFS

21 HILL WALLACH  
22 BY: GERALD H. HANSON, ESQUIRE

23 PRETZEL & STOUFFER  
BY: EDWARD B. RUFF, ESQUIRE  
24 ATTORNEYS FOR THE DEFENDANT

LISA MARCUS, CSR, CRR  
OFFICIAL COURT REPORTER  
NEW JERSEY CSR # 1492

25  
UNITED STATES DISTRICT COURT  
CAMDEN, NEW JERSEY

2

1 DEPUTY CLERK: ALL RISE.

2 THE COURT: GOOD AFTERNOON, EVERYONE. PLEASE BE

3 SEATED.

4 I'LL TAKE APPEARANCES IN A MINUTE. THERE'S NOT NEARLY  
5 AS MANY PEOPLE OUT THERE AS I WAS LED TO BELIEVE. I THOUGHT  
6 WE WOULD BE SWARMED. ARE THEY HIDING SOMEWHERE? ARE THEY OUT  
7 IN THE HALL? I WAS GOING TO JOKE WHO SAYS IT'S HARD TO GET  
8 PEOPLE TO CAMDEN.

9 I WANT TO MAKE IT CLEAR THAT I'M HERE, AT LEAST FOR THE  
10 NEXT 20 MINUTES OR SO, SITTING IN THE WORKMAN MATTER NOT ANY  
11 OTHER MATTER. BUT THAT HAVING BEEN SAID, I HAVE REASON TO  
12 BELIEVE THAT THERE MAY BE PEOPLE HERE WHO HAVE OTHER CASES  
13 PENDING BEFORE ME AND WHEN WE GET TO CERTAIN ISSUES, WE'LL

24 GOT -- THERE'S A MENTION IN -- I'VE NOW GOT ALL OF THESE  
25 AFFIDAVITS. I BELIEVE THAT THERE'S A MENTION IN THE

UNITED STATES DISTRICT COURT  
CAMDEN, NEW JERSEY

---

22

1 PLAINTIFFS MOST RECENT SUBMISSION IN WHICH THERE'S A THIRD  
2 LAWYER WHO WAS COMPLAINING ABOUT THIS.  
3 DO I REMEMBER THAT CORRECTLY, MR. PAUL?  
4 MR. PAUL: YES, YOUR HONOR. THERE'S AN AFFIDAVIT OF  
5 A MR. TAMBLYN, AN ATTORNEY IN THIS CASE.  
6 THE COURT: AND DOES HE REPRESENT -- DOES HE NOT  
7 REPRESENT A NAMED PARTY?  
8 MR. PAUL: YES, I BELIEVE MS. SEXTON, SHIRLEY SEXTON.  
9 THE COURT: IS THAT ONE OF THE AFFIDAVITS I JUST  
10 REFERRED TO?  
11 MR. PAUL: IT'S IN THE DECLARATION OF MARK TAMBLYN  
12 FILED WITH THAT LETTER.  
13 THE COURT: IN THAT CASE, MR. RUFF WOULD STAND  
14 CORRECTLY, WOULD HE NOT, ABOUT CONTACTS WITH SOMEONE WHO IS A  
15 NAMED PARTY?  
16 MR. PAUL: I BELIEVE SO, YOUR HONOR.  
17 MR. RUFF: I WAS TRYING TO GET TO ALL OF THAT.  
18 THE COURT: OKAY. SO THAT'S ANOTHER STRIKE, RIGHT?  
19 THIS IS A NAMED PARTY THAT MENU FOODS DOESN'T KNOW WHO'S SUING  
20 THEM?  
21 MR. RUFF: YOUR HONOR, I CAN SHOW YOU THE E-MAIL THAT  
22 WAS SENT AT 9:48.  
23 THE COURT: I HAVE NO DOUBT YOU SENT IT, SIR.  
24 MR. RUFF: AND --  
25 THE COURT: I HAVE NO DOUBT THAT WAS AN ATTEMPT. THE

UNITED STATES DISTRICT COURT  
CAMDEN, NEW JERSEY

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23

1 ATTEMPT IS FAILING.  
2 MR. RUFF: THE ONLY THING I CAN EXPLAIN IS THAT WHEN  
3 I ASKED ABOUT THIS, THE ONLY THING THAT I CAN SAY IS THAT I  
4 WAS ADVISED -- AND I DID ADVISE THE COURT THERE WAS A HOLIDAY  
5 IN CANADA ON THIS PAST MONDAY. THE PERSON WHO SUBMITTED AND  
6 IS RESPONSIBLE FOR THIS FROM CRAWFORD IS APPARENTLY A CANADIAN

7 CRAWFORD REPRESENTATIVE. WE DID SEND E-MAILS TO MR. HACKETT  
8 ON FRIDAY, I DON'T KNOW IF HE COMPLETELY SHUT DOWN THE BLASTER  
9 MESSAGE THAT I HAD INFORMED THE COURT OF ON FRIDAY BY MONDAY.  
10 AND, OBVIOUSLY, ACCORDING TO MS. SEXTON AND TO MR. JANKE,  
11 THERE WAS A BLASTER MESSAGE THAT WAS RECEIVED BY BOTH OF  
12 THOSE, ONE ON MAY 19TH AND, ACCORDING TO MR. JANKE, ONE ON  
13 MAY 18TH, WHICH COULD HAVE BEEN DONE BEFORE I LEFT THIS  
14 COURTROOM. IN FACT, ALL OF THE CONTACTS HERE COULD HAVE BEEN  
15 DONE BEFORE I LEFT THE COURTROOM AS TO OTHER AFFIDAVITS. AND  
16 THEN THE TWO CONTACTS ON MAY 21ST WAS THE MONDAY THAT THE  
17 COURT HOLIDAY -- I MEAN, THE HOLIDAY IN CANADA. I DON'T KNOW  
18 THEIR SYSTEM. I DON'T KNOW HOW IT'S SET UP TO DO THAT. ALL I  
19 CAN TELL YOU IS THAT I TOOK TO HEART WHAT THE COURT HAD SAID,  
20 IMMEDIATELY SENT THAT OUT. I CALLED THE CHUBB REPRESENTATIVE,  
21 WHO IS THE INSURANCE REPRESENTATIVE WHO'S WORKING WITH MENU  
22 REGARDING THE WHOLE CRAWFORD SETUP, AND I TOLD THEM THAT  
23 PURSUANT TO THE COURT'S CONTACT, NO SETTLEMENT AND NO CONTACT  
24 WITH ANY PUTATIVE CLASS MEMBER, GO THROUGH THE REPRESENTATIVE  
25 NAMES AND ANYONE THAT YOU HAVE AS FAR AS A LETTER FROM AN

UNITED STATES DISTRICT COURT  
CAMDEN, NEW JERSEY

24

1 ATTORNEY THAT SAYS, YOU KNOW, I WANT TO SETTLE THIS CLAIM. SO  
2 THOSE ARE, YOU KNOW, WHAT WE KNEW AND THAT'S WHAT I SAID TO  
3 THE INDIVIDUALS AS SOON AS I GOT OUT OF HERE.  
4 THE COURT: ALL RIGHT. WHAT IS YOUR CLIENT'S  
5 INTENTIONS REGARDING THIS TELEPHONE CAMPAIGN? IS IT  
6 CONTINUING TODAY? ARE PEOPLE BEING --  
7 MR. RUFF: AS FAR AS I KNOW, IT'S SHUT DOWN. I  
8 HAVEN'T TALKED TO BRETT HACKETT --  
9 THE COURT: HACKETT WAS THE NAME I WAS LOOKING FOR.  
10 MR. RUFF: -- BUT AS FAR AS I KNOW, IT WAS SHUT DOWN.  
11 I DON'T WANT TO SAY THAT, YOU KNOW, AND THEN RUN THE WRATH OF  
12 THE COURT. AS FAR AS I KNEW, THEY WEREN'T GOING TO DO ANY  
13 KIND OF SETTLEMENTS PURSUANT TO THE COURT'S DIRECTION. AND AS  
14 FAR AS, YOU KNOW, ANYBODY WHO WAS PURPORTED TO BE REPRESENTED  
15 OR A NAMED PARTY, THEY WERE NOT TO RECEIVE ANY FURTHER  
16 CONTACT. I DON'T KNOW IF, AS TO NOT THOSE PEOPLE, IF THAT --  
17 IF THE BLASTER MESSAGES ARE STILL GOING ON.  
18 THE COURT: ALL RIGHT. WELL, WE'RE GOING TO FIX  
19 THAT. I FILED THOSE AFFIDAVITS IN THIS CASE. AS I SAID TO  
20 YOU, I'M CONCERNED ABOUT THIS CONDUCT AND WHAT APPEARS TO BE A  
21 PATTERN OF NOT ONLY MISCONDUCT BUT A PATTERN OF MISCONDUCT AND  
22 ABUSE OF THE PROCESS HERE. IT'S CLEAR TO ME THAT MENU FOODS



23 HAS TAKEN ADVANTAGE OF THE STAY, THE INTERIM PERIOD OF TIME  
24 BETWEEN THE FILING OF THESE ACTIONS AND THE MOTIONS BEFORE THE  
25 MDL, TO ENGAGE IN A AGGRESSIVE CAMPAIGN TO SETTLE WITH AS MANY

UNITED STATES DISTRICT COURT  
CAMDEN, NEW JERSEY

---

25

1 PUTATIVE CLASS MEMBERS AS IT CAN. THAT STANDING ALONE IS NOT  
2 WRONG, BUT I BELIEVE THAT THERE IS SUFFICIENT RECORD EVIDENCE  
3 HERE THAT THEY ARE ABUSING THAT RIGHT. THEY FILED PAPERS WITH  
4 ME IN WHICH THEY ASSERTED THAT THEY HAD NOT ENGAGED IN ANY  
5 CONDUCT PROACTIVELY TO SOLICIT SETTLEMENTS. IT IS NOW CLEAR  
6 TO ME THAT THEY WERE PREPARING TO DO EXACTLY THAT. AND IT WAS  
7 ONLY ON THE DAY OF THE HEARING, WHEN THEY KNEW THAT I WAS  
8 CONSIDERING THE CONTENT OF THE POSSIBLE COMMUNICATIONS WITH  
9 PUTATIVE CLASS MEMBERS, WAS IT DISCLOSED TO ME THAT THEY WERE  
10 ENGAGING IN THIS AGGRESSIVE CAMPAIGN. I EXPRESSED CONCERNS  
11 ABOUT A TELEMARKETING CAMPAIGN.

12 I NOW HAVE AFFIDAVITS IN WHICH PEOPLE WHO ARE  
13 REPRESENTED BY COUNSEL ARE BEING CONTACTED REPEATEDLY AND FEEL  
14 HARASSED. IT'S ONE THING FOR TWO PEOPLE TO SIT DOWN AT THE  
15 TABLE AND VOLUNTARILY AGREE TO SETTLE THEIR CASE, IT'S ANOTHER  
16 THING TO HARASS PEOPLE ON WEEKENDS THROUGH AUTOMATED PHONE  
17 CALLS AFTER THEY RECEIVED A WRITTEN SUBMISSION, WHICH I  
18 BELIEVE IS INCOMPLETE AND AFTER I EXPRESSED CONCERNS ABOUT IT  
19 BEING INCOMPLETE, AND SOLICITED FROM THE PLAINTIFFS SOME  
20 SUGGESTIONS AS TO HOW IT MIGHT BE FIXED. SO AT THE SAME TIME  
21 WE'RE IN THIS COURTROOM TRYING TO DECIDE WHAT THE FINAL  
22 COMMUNICATION OF THE SUM TOTAL OF COMMUNICATION SHOULD BE,  
23 YOUR CLIENT IS BLASTING PHONE CALLS REPEATEDLY TO REPRESENTED  
24 PERSONS OVER THE WEEKEND, THAT'S PRECISELY THE KIND OF ABUSIVE  
25 CONDUCT THAT THEY TALKED ABOUT IN GULF OIL AND THESE CASES.

UNITED STATES DISTRICT COURT  
CAMDEN, NEW JERSEY

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26

1 AND I'M GOING TO ENTER AN ORDER TODAY ENJOINING YOUR  
2 CLIENT FROM ENGAGING IN ANY TELEPHONE SOLICITATION TO PUTATIVE  
3 CLASS MEMBERS FOR A PERIOD OF 10 DAYS UNTIL I CAN GET TO THE  
4 BOTTOM OF WHAT THE CONTENT OF THOSE COMMUNICATIONS ARE AND  
5 FIND OUT WHO KNEW ABOUT THIS AND WHAT ADVICE WAS GIVEN AS TO

6 REPRESENTED PERSONS, REPRESENTED PARTIES. AND I'LL SAY IT  
7 AGAIN, IT'S ABSOLUTELY CLEAR FROM THE CASE LAW THAT YOU HAVE A  
8 RIGHT, YOUR CLIENT HAS A RIGHT, WHEN I SAY YOU, I MEAN THE  
9 COLLECTIVE YOU AND YOUR CLIENT, TO SETTLE CASES. BUT YOU  
10 DON'T HAVE A RIGHT TO MISLEAD PEOPLE AND TO ABUSE THEM AND TO  
11 HARASS THEM INTO SETTLEMENTS WHEN THEY HAVE NOT YET BEEN FULLY  
12 INFORMED AS TO SAY WHAT THEIR RIGHTS MIGHT BE.

13 NOW, I WOULD LIKE YOU TO SUBMIT, AS SOON AS YOU CAN, AS  
14 I SAID, I WANT TO KNOW THE NAMES AND BAR ADMISSIONS OF ALL THE  
15 LAWYERS WHO ADVISED MENU FOODS ON ITS COMMUNICATIONS WITH THE  
16 PUTATIVE CLASS, I WANT TO KNOW THE CONTENT OF THE TELEPHONE  
17 MESSAGES, I WANT TO KNOW WHAT SCRIPTS ARE GIVEN TO THE PEOPLE  
18 WHO ARE CALLING PEOPLE LIVE ON THE PHONE AND WHAT THEY'RE  
19 BEING TOLD TO SAY AND IN PARTICULAR ANYTHING THAT THEY'RE  
20 BEING TOLD TO SAY IN RESPONSE TO ANY QUESTIONS BY THE PARTIES  
21 THEY'RE CONTACTING, IF THEY SAY THIS, YOU SAY THAT KIND OF  
22 THING, AND I WANT TO SET THIS DOWN FOR A HEARING IN 10 DAYS.

23 NOW, MR. RUFF, ARE THERE ANY OTHER ISSUES YOU WANT TO  
24 ADDRESS WITH ME?

25 MR. RUFF: NO, SIR.

UNITED STATES DISTRICT COURT

CAMDEN, NEW JERSEY

27

1 THE COURT: I WANT TO RETURN TO THE FORM CONTENT OF  
2 THE CURATIVE LETTER, I KNOW YOU WILL HAVE SOME OPINIONS ON  
3 THAT. BUT BEFORE I LET YOU ADDRESS THAT, IF YOU DON'T --  
4 PERHAPS THE DIVIDE AND CONQUER TECHNIQUE MIGHT WORK IF THE  
5 PLAINTIFFS CAN'T AGREE ON CONTENT, SO WE'LL SEE WHAT THEY HAVE  
6 TO SAY FIRST.

7 MR. PAUL, CAN WE DISCUSS WHAT YOU WANT TO SEND OUT?

8 MR. PAUL: ABSOLUTELY, YOUR HONOR.

9 THE COURT: LET ME START OUT BY SAYING THAT I HAVE  
10 SOME SYMPATHY FOR THE POSITION THAT THIS SHOULD BE MORE I'LL  
11 CALL IT NEUTRAL. MY THOUGHT IS THAT PERHAPS THE LETTER OUGHT  
12 TO COME FROM EITHER OR AT LEAST THE CONTENT OF IT OUGHT TO  
13 HAVE INPUT FROM THE BROADER RANGE OF LAWYERS REPRESENTING  
14 PLAINTIFFS. I'M CONCERNED ABOUT THE POINTS RAISED IN MR.  
15 EDELSON'S LETTER TO ME. AND ALL OF THAT HAS MADE ME THOUGHT  
16 THAT PERHAPS IT PERHAPS COULD COME FROM THE CLERK -- I COULD  
17 DIRECT THE CLERK OF THE COURT TO SEND IT SO THAT IT WOULD COME  
18 FROM HERE. AND MY THOUGHT WAS THAT WE WOULD -- IT SEEMS TO ME  
19 THAT THE LETTER THAT THE DEFENDANTS HAVE PROPOSED THAT WOULD  
20 BE PRESENTED AT A SETTLEMENT ADOPTS MANY OF THE THINGS THAT  
21 YOU PROPOSED OR MANY OF THEM AT LEAST, SO I THINK IT SHOULD

21 LITTLE CONFUSED ABOUT DOING THIS IN TERMS OF IN A WAY THAT'S  
22 TOO COMPLICATED OR EVEN IN WAY THAT WILL HAVE THE OPPOSITE  
23 EFFECT, WHICH IS TO -- IF THEY WERE INCLINED AND IT WAS THE  
24 BEST THING FOR THEM TO DO TO WADE OUT THE PROCEDURAL MANEUVER  
25 TOWARDS A CLASS ACTION, I HATE TO SCARE THEM AWAY FROM IT IF

UNITED STATES DISTRICT COURT

CAMDEN, NEW JERSEY

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31

1 THAT WAS THE BEST THING FOR THEM IF ONE WERE TO BE ACTUALLY BE  
2 CREATED AT SOME POINT. AND I THINK ONE OF THE THINGS THAT  
3 GULF OIL TEACHES IS THAT WE'RE NOT SUPPOSED TO PUSH PEOPLE ONE  
4 WAY OR THE OTHER, WE'RE SUPPOSED TO LET THEM HAVE ALL THE  
5 INFORMATION AND LET THEM DECIDE FOR THEMSELVES.

6 AND I WONDER PERHAPS, YOU KNOW, SOMETIMES SOME OF THESE  
7 THINGS CAN BE WRITTEN IN A WAY THAT'S MORE UNDERSTANDABLE TO A  
8 LAYPERSON. AND I THINK PERHAPS IN SOME CLASS ACTION  
9 SETTLEMENTS I'VE SEEN THERE IS AN EFFORT TO EXPLAIN THINGS IN  
10 A PLAIN ENGLISH KIND HAVE WAY. AND I'M WONDERING WHETHER  
11 THERE SOME WAY TO SAY -- MAYBE YOU CAN HELP ME GO THROUGH IT  
12 NOW. WHAT ARE THE OPTIONS OF SOMEBODY WHO LIVES IN CAMDEN WHO  
13 BOUGHT EUKANUBA PET FOOD, NEVER GAVE ITS PET ANYTHING OTHER  
14 THAN EUKANUBA? YOUR CLIENT MAKES EUKANUBA, RIGHT?

15 MR. RUFF: CAN I MAKE ONE SUGGESTION?

16 THE COURT: SURE.

17 MR. RUFF: YOUR HONOR, MAY I JUST ADDRESS THE COURT  
18 FOR ONE SECOND?

19 THE COURT: SURE. YOU CAN DO IT FROM THERE, I CAN  
20 HEAR YOU. YOU'RE NOT SHY.

21 MR. RUFF: NO, I'M NOT. I'M JUST TRYING TO -- YOUR  
22 HONOR, I THINK THE INTENTION, AT LEAST IT WAS DIRECTED TO ME,  
23 WAS PURE OF HEART FROM THE STANDPOINT OF TRYING TO GATHER  
24 INFORMATION, THAT'S THE WAY I UNDERSTOOD IT FROM THE START. I  
25 THINK YOUR HONOR KNOWS WHERE MY ADVICE WAS ON THIS FROM THE

UNITED STATES DISTRICT COURT

CAMDEN, NEW JERSEY

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32

1 START AS FAR AS THE WHOLE PROCESS REGARDING DATA COLLECTION OR  
2 TRYING TO SETTLE THE CASE OR UNTIL WE HAD AN MDL SO YOU CAN  
3 APPROVE OF THIS, UNTIL YOU COULD DO EVERYTHING. AND I -- TO

4 SAY I FORESAW ALL THIS COMING IS AN UNDERSTATEMENT, AND I  
5 DON'T -- MAY I JUST STAND OVER THERE, SIR?  
6 I RESPECT EVERYTHING THAT THE COURT HAS SAID IN THIS  
7 REGARD AND IT'S NOT SOMETHING THAT, WITHOUT DISCLOSING  
8 ATTORNEY/CLIENT COMMUNICATIONS, HAS NOT BEEN STATED BY MYSELF.  
9 SEEING WHERE THIS HAS GONE AND HOW IT'S MUSHROOMED, WOULD  
10 THERE BE -- AND YOUR HONOR HAD TALKED ABOUT POTENTIALLY THE  
11 LAST TIME SEEKING GROUNDS OF CONSENSUS, ET CETERA. I'M  
12 PREPARED, IF YOUR HONOR IS WILLING, TO STRONGLY SUGGEST TO MY  
13 CLIENT TO STOP THE WHOLE THING. IF I MAY SAY, THAT IT'S BEEN  
14 MY THOUGHT FROM THE START. AND ADVICE OF COUNSEL SOMETIMES,  
15 YOU KNOW, IF YOU CAN READ BETWEEN THE LINES WHERE I'M GOING ON  
16 THIS, IS NOT ALWAYS -- AND I THINK I'VE MENTIONED THIS TO  
17 SCOTT AND I'VE MENTIONED IT TO KEN WEXLER, IN FACT I RODE THE  
18 PLANE OUT WITH --  
19 THE COURT: STOP THE EFFORT TO SETTLE THE CASES.  
20 MR. RUFF: STOP IT. IF I CAN SAY, WE STOP -- BECAUSE  
21 I'M JUST SEEING THIS MUSHROOM IN THE HEARING ON THE 5TH INTO  
22 ATTORNEY/CLIENT ISSUES. IF I CAN SAY THERE WILL BE NO FURTHER  
23 COMMUNICATIONS, WHATEVER'S BEEN GLEANED WILL NOT BE USED FOR  
24 ANYTHING FURTHER.  
25 THE COURT: HOLD ON THERE BECAUSE --

UNITED STATES DISTRICT COURT  
CAMDEN, NEW JERSEY

33

1 MR. RUFF: AND I CAN TELL YOU THAT WE ARE NOT GOING  
2 TO DO THIS AFTER TODAY, THAT CRAWFORD IS SHUT DOWN. FRANKLY,  
3 YOUR HONOR, I DON'T KNOW IF I'VE BEEN SOMEWHAT THE SACRIFICIAL  
4 LAMB SUCH THAT, YOU KNOW, THIS WAS WHERE THIS WAS LEADING OR  
5 WHATEVER, BUT ALL I'M SUGGESTING IS THAT IF THIS CAN BE -- IF  
6 WE CAN WALK OUT OF HERE TODAY AND I WILL TELL THE CLIENT THIS  
7 HAS TO BE DONE, IT'S MY STRONG RECOMMENDATION, AND I CAN  
8 REPORT TO YOU AND ALL THE FINE PLAINTIFF'S COUNSELS HERE  
9 TOMORROW THAT IT IS SHUT DOWN AND CRAWFORD IS NO LONGER  
10 OPERATING AND WE OBIVIATE ALL OF THIS DISCUSSION, AS I  
11 INDICATED BEFORE IS A FINE AND INTELLECTUAL DISCUSSION, I  
12 WOULD BE PREPARED TO DO ALL OF THAT.  
13 THE COURT: WELL, IT'S AN INSTRUCTIVE SUGGESTION. I  
14 MADE IT CLEAR LAST TIME, AND I'LL MAKE IT CLEAR NOW, I WILL DO  
15 NOTHING TO INTERFERE WITH YOUR CLIENT'S RIGHT TO SETTLE CASES.  
16 THE CASE LAW IS ABSOLUTELY CLEAR, YOU HAVE A RIGHT TO  
17 COMMUNICATE WITH PEOPLE WHO ARE WILLING TO DO IT. BUT I HAVE  
18 AN OBLIGATION TO PROTECT THE PUTATIVE CLASS AND TO PREVENT  
19 ABUSIVE CONDUCT, AND I HAVE A RIGHT TO MANAGE AND POLICE THE

20 CONDUCT OF LAWYERS WHO APPEAR BEFORE ME. SO --  
21 MR. RUFF: I DON'T WANT TO --  
22 THE COURT: -- I NEED TO BALANCE THOSE TWO THINGS.  
23 BUT I CAN TELL YOU I THINK IT WOULD BE A MUCH BETTER WORLD IF  
24 WE ALL DID WHAT I THOUGHT WE WERE DOING WHEN I ENTERED THOSE  
25 STAYS, WHICH WAS TO STAND DOWN.

UNITED STATES DISTRICT COURT  
CAMDEN, NEW JERSEY

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1 MR. RUFF: YOUR HONOR, I --  
2 THE COURT: I CAN'T ORDER YOU TO DO IT, BUT IT MAY  
3 VERY WELL BE A WISE THING. YOU HAVE TO TELL ME WHETHER YOUR  
4 CLIENT WANTS TO DO THAT.  
5 MR. RUFF: I DON'T WANT TO START A --  
6 THE COURT: JUST SO YOU KNOW, I'M STILL GOING TO MAKE  
7 INQUIRY, I STILL WANT TO KNOW WHETHER THERE WERE LAWYERS  
8 INVOLVED IN ADVISING MENU FOODS AS TO CONTACT THE REPRESENTED  
9 PERSONS, I CAN'T LET THAT ISSUE DROP.  
10 MR. RUFF: WELL, YOUR HONOR, THE THING THAT I'M  
11 GETTING INTO REGARDING THAT, IT'S GOING TO INVOLVE THE  
12 DISCUSSION OF WHAT WAS TOLD TO THE CLIENT.  
13 THE COURT: RIGHT. WELL, HERE'S THE DEAL ON THAT.  
14 MR. RUFF: AND I'M WILLING TO SAY THAT IF I CAN REACH  
15 AN ACCORD WITH YOU AND THE OTHER SIDE, IF WE CAN SHUT THAT  
16 DOWN, INCLUDING THE HEARING ON THE 5TH, I'M TRYING TO REACH --  
17 THE COURT: HERE'S MY THOUGHT ON THAT. THE RULE IS  
18 DESIGNED TO PROTECT THE CLIENT ULTIMATELY FROM NOT HAVING THE  
19 FULL ADVICE OF THEIR LAWYER, IT'S DESIGNED TO PROTECT THE  
20 CLIENT. IF THOSE LAWYERS SAY WE DROP IT, JUDGE, THERE'S NO  
21 NEED FOR YOU TO MAKE FURTHER INQUIRY INTO THAT, I'VE SPOKEN TO  
22 MY CLIENT, THEY'RE GOING TO GIVE ME ALL THE INFORMATION.  
23 YOU'RE GOING TO HAVE TO TURN OVER ALL THE INFORMATION THAT YOU  
24 GOT FROM REPRESENTED PERSONS, IT SEEMS TO ME THAT THAT'S AN  
25 ABSOLUTE OBLIGATION. YOU CAN'T VIOLATE THE RULE AND GAIN THE

UNITED STATES DISTRICT COURT  
CAMDEN, NEW JERSEY

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35

1 BENEFIT FROM IT.  
2 MR. RUFF: I AGREE 100 PERCENT.

3 THE COURT: I'M NOT GOING TO PURSUE IT IF THE LAWYERS  
4 SAY MY CLIENT'S FINE, I'M FINE, WE WERE -- YOU'LL HAVE TO  
5 DISCUSS IT WITH THEM LATER.

6 MR. WEXLER: IS THE CLIENT FINE WITH THAT?

7 MR. RUFF: I CAN'T HEAR MR. WEXLER.

8 MR. WEXLER: IS THE CLIENT FINE WITH THAT?

9 MR. RUFF: WELL, I HAVE TO GO OUT IN THE HALL RIGHT  
10 NOW. I'M PREPARE TO -- I SEE WHERE THIS IS GOING. IF YOU'RE  
11 THE TRANSFEREE JUDGE AND I'M GOING TO BE BEFORE YOU, I DON'T  
12 WANT TO START OFF ON THE WRONG FOOT AND THAT'S BEEN PART OF MY  
13 COMMENTS AS WELL. YOUR HONOR, I'VE ALWAYS PRIDED MYSELF ON  
14 BEING STRAIGHT UP AND I'VE TALKED TO COUNSEL STRAIGHT UP ON  
15 ALL OF THESE THINGS, AND WHAT I'M SUGGESTING IS IF I CAN  
16 AVOID, INCLUDING THAT HEARING ON THE 5TH, AND I WILL THEM IT'S  
17 DONE TODAY BY OUR CONSENT AND THAT MEANS CRAWFORD IS SHUT DOWN  
18 TOMORROW, I'M GOING TO WALK OUT OF HERE RECOMMENDING THAT. IN  
19 FACT, I WAS EVEN GOING TO TRY TO GET TO MY BLACKBERRY AND JUST  
20 SAY ARRANGE A CONFERENCE CALL THIS MINUTE.

21 THE COURT: LET ME HEAR FROM THE PLAINTIFFS. IT  
22 SEEMS TO ME IT WOULD BE APPROPRIATE TO ADJOURN THIS MATTER  
23 UNTIL TOMORROW SO THOSE DISCUSSIONS COULD BE HAD. BUT I WANT  
24 TO ARE CLEAR THAT IF A LAWYER BELIEVES THERE'S BEEN SOME  
25 HANKY-PANKY WITH ONE OF THEIR CLIENTS AND INTERFERENCE IN

UNITED STATES DISTRICT COURT  
CAMDEN, NEW JERSEY

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1 THEIR ATTORNEY/CLIENT RELATIONSHIP, I CAN'T ABANDON THAT.  
2 THOSE AFFIDAVITS HAVE BEEN FILED WITH ME AND THOSE COMPLAINTS  
3 HAVE BEEN MADE, I NEED THOSE LAWYERS TO RELEASE ME FROM MY  
4 OBLIGATION NOT TO PURSUE THAT. I'M HAPPY FOR THAT EVENT.  
5 AGAIN, IT'S THE CLIENT'S INTERESTS THAT NEED TO BE PROTECTED.  
6 IF THE LAWYER SAYS I'VE SPOKEN TO MR. RUFF AND ANYTHING THAT  
7 WAS GLEANED IS BEING TURNED OVER OR I UNDERSTAND HOW IT COULD  
8 HAVE BEEN DONE BY MISTAKE. I ACCEPT THE FACT THAT THEY'RE  
9 SHUTTING THIS THING DOWN, MY CLIENT IS VERY HAPPY NOT TO GET  
10 ANY MORE AUTOMATED TELEPHONE CALLS, THEN I DON'T FEEL I HAVE A  
11 NEED TO PURSUE IT ANY FURTHER. BUT NOW THAT IT'S BEEN RAISED  
12 TO ME, I CAN'T LET IT DROP, I DON'T THINK I CAN UNLESS THEY  
13 TELL ME TO. SO YOU NEED TO WORK THAT OUT.

14 THE SECOND THING IS TO THE EXTENT THAT THIS EFFORT DID  
15 GLEAN INFORMATION THAT COULD BE USED FOR LITIGATION PURPOSES  
16 LATER, IT MUST BE PRESERVED BY YOUR CLIENT AND TURNED OVER  
17 WHEN ORDERED TO DO SO BY THE APPROPRIATE JUDGE AT THE  
18 APPROPRIATE TIME. IF YOU HAVE INFORMATION FROM SOMEONE WHO IS

19 REPRESENTED, THAT SHOULD GO NOW. IF IT'S SOMEONE WHO BECOMES  
20 REPRESENTED LATER OR IT BECOMES AN ISSUE IN THE MULTIDISTRICT  
21 LITIGATION OR BEFORE THE JUDGE WHO GETS THE CASES, THAT SHOULD  
22 BE TURNED OVER.

23 MR. RUFF: I WILL DO THAT, YOUR HONOR. AND I'M NOT  
24 TRYING TO TAKE ISSUE, BUT IN JUST LOOKING AT THE AFFIDAVITS,  
25 IT APPEARS THAT THERE WAS NO INFORMATION THAT WAS TURNED OVER.

UNITED STATES DISTRICT COURT  
CAMDEN, NEW JERSEY

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1 IN ANY CASE THAT I GET FROM MR. PAUL OR MR. WEXLER OR MR.  
2 KAMBER THAT, YOU KNOW, WE GET A LIST OF WHO THOSE PEOPLE ARE,  
3 BELIEVE ME, IT'S GOING -- I WILL TELL THEM TO TURN IT OVER  
4 IMMEDIATELY.

5 THE COURT: ALL RIGHT. LET ME HEAR FROM MR. PAUL.  
6 AND THEN I'LL INVITE THEN ANYONE WHO IS ALSO HERE ON BEHALF OF  
7 PUTATIVE CLASS MEMBERS TO IDENTIFY THEMSELVES, TO INDICATE ON  
8 THE RECORD WHETHER THEY'RE COUNSEL IN ANY CASE PENDING BEFORE  
9 ME AND THEN TO MAKE ANY APPLICATION THEY WANT TO MAKE.

10 MR. PAUL, PLEASE GO FIRST.

11 MR. PAUL: YOUR HONOR, I JUST WANTED TO GET SOME  
12 FURTHER CLARIFICATION, I'M NOT EXACTLY SURE WHAT MR. RUFF IS  
13 PROPOSING. THERE WILL BE ABSOLUTELY NO COMMUNICATIONS GOING  
14 FORWARD, THERE WILL BE NO SETTLEMENTS. INDEED, HE HAS STATED  
15 ON THE RECORD THAT THERE HAVE BEEN NO SETTLEMENTS THUS FAR.  
16 BUT IS HE SAYING THAT MENU FOODS WILL NOT, UNTIL SOME POINT IN  
17 THE FUTURE OR NOT AT ALL, COMMUNICATE WITH PUTATIVE CLASS  
18 MEMBERS AND THEY WILL NOT SETTLE DIRECTLY WITH PET OWNERS  
19 WHOSE PETS HAVE BEEN HARMED?

20 THE COURT: WELL, I THINK HE'S MADE A -- I THINK SOME  
21 OF THIS IS OFF THE CUFF, BUT I THINK HE WANTS TO DISCUSS WHAT  
22 THE PARAMETERS OF THAT AGREEMENT WOULD BE. I DON'T KNOW THAT  
23 I NEED TO HEAR THE DETAILS OF IT.

24 MR. RUFF: I THINK I COULD SAY THAT MY INTENT, AND I  
25 MADE THIS COMMENT TO MR. WEXLER AND MR. PAUL WHEN WE WERE IN

UNITED STATES DISTRICT COURT  
CAMDEN, NEW JERSEY

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1 OUR FIRST MEETING, MY INTENT WAS IF THERE WAS GOING TO BE

2 COMMUNICATION, WAS THE COMMUNICATION WOULD BE THROUGH THE  
3 APPROVAL OF THE COURT. I WOULD SEEK TO HAVE, ONCE WE GET A  
4 TRANSFEREE COURT, AND THAT IS STILL THE WISH OF MENU TO DO  
5 THAT, MY AGREEMENT WITH COUNSEL WOULD BE SUBJECT TO APPROVAL  
6 BY THE CLIENT, BUT IT WOULD BE MY STRONG RECOMMENDATION TO DO  
7 SO, TO INFORM COUNSEL HERE'S WHAT IS GOING TO BE -- HERE'S  
8 WHAT WE'RE GOING TO DO SO THAT THERE WON'T BE ANY  
9 COMMUNICATIONS UNTIL THEY WERE KNOWN AND A TIME PERIOD WITHIN  
10 WHICH THE MOTIONS HAD TO BE MADE, MOTIONS WOULD BE ADDRESSED.  
11 THE COURT: HE'S RESERVING THE RIGHT FOR HIS CLIENT  
12 TO CRANK CRAWFORD UP AFTER THEY GET RID OF THAT CRANKY JUDGE  
13 IN CAMDEN.

14 MR. RUFF: NO. NO. NO. THAT'S NOT IT. I'M SAYING  
15 THAT IF IT WAS YOU THAT WAS THE TRANSFEREE JUDGE, THAT WE  
16 BRING THE MOTION SAYING, YOU KNOW, HERE'S WHAT WE PLANNED ON  
17 COMMUNICATION, WHATEVER.

18 THE COURT: THAT'S FINE. BUT ISN'T IT BETTER TO  
19 RESOLVE ONCE AND FOR ALL THE ISSUE OF --

20 MR. RUFF: I DON'T KNOW IF AT SOME POINT IN THE  
21 FUTURE THEY WANT TO SETTLE. BUT IF THIS INVOLVES STOPPING  
22 SETTLEMENTS, ANY COMMUNICATION UNTIL WE GET THE TRANSFEREE  
23 JUDGE, UNTIL WE'RE BEFORE -- ALL THE CASES ARE BEFORE THERE  
24 AND THAT PROPER NOTICE IS GIVEN TO THE OTHER SIDE, THAT'S  
25 WHAT --

UNITED STATES DISTRICT COURT  
CAMDEN, NEW JERSEY

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1 THE COURT: I'VE SAID AND STARTED OUT HERE SAYING I'M  
2 CONCERNED ABOUT THAT. I JUST GOT THESE 40 CASES, I HAVE NO  
3 IDEA WHETHER I'M GOING TO BE THE ONE AT THE END OF THE DAY.  
4 AND I'M RELUCTANT TO PUSH THINGS TOO FAR ALONG IF I'M NOT IF  
5 JUDGE, THE OTHER JUDGE MAY FEEL VERY DIFFERENTLY ABOUT SOME OF  
6 THESE THINGS. SO I WOULDN'T BE TOO CONCERNED ABOUT RESERVING  
7 THE RIGHT TO RAISE THIS LATER. I THINK WHAT HE'S SAYING NOW  
8 UNTIL THE MULTIDISTRICT PANEL RULES, CRAWFORD WILL CEASE ALL  
9 COMMUNICATIONS WITH PUTATIVE CLASS MEMBERS AND WILL NOT ENGAGE  
10 IN ANY SETTLEMENT DISCUSSIONS, WHICH IS A SMALLER SUBSET OF  
11 THOSE DISCUSSIONS.

12 MR. DEPALMA: YOUR HONOR, I DON'T THINK HE SAID  
13 THAT -- JOSEPH DEPALMA, I'M APPEARING TODAY ON THE NUNEZ CASE.

14 THE COURT: OKAY.

15 MR. DEPALMA: I THINK WHAT I UNDERSTOOD HIM TO SAY  
16 IT'S NOT UNTIL THE MDL PANEL RULES, IT'S UNTIL HE IS ABLE TO  
17 SEEK A FURTHER ORDER OF A COURT THAT THE MDL PANEL SENDS THESE



18 CASES TO. RIGHT?  
19 MR. RUFF: I'M SAYING TILL WE GET TO A TRANSFEREE  
20 JUDGE.  
21 THE COURT: AND THEN AT THAT POINT WOULD YOU -- YOU  
22 WOULD MAKE APPLICATION BEFORE COMMUNICATIONS BEGAN AGAIN.  
23 MR. RUFF: CORRECT.  
24 THE COURT: SEEKING THE APPROVAL OF THE COURT FOR  
25 THAT COMMUNICATION.

UNITED STATES DISTRICT COURT  
CAMDEN, NEW JERSEY

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1 MR. RUFF: ABSOLUTELY. THAT'S WHAT I'M SUGGESTING IF  
2 THAT'S AGREEABLE TO THE OTHER SIDE.  
3 MR. PAUL: I JUST WANT TO ASK MR. RUFF IF HE'S  
4 IMPLYING THAT THE SLATE AT THAT POINT WILL BE WIPED CLEANED,  
5 THAT ALL PRIOR COMMUNICATIONS WILL NOT THEN BE UTILIZED TO  
6 CONDUCT SETTLEMENTS AND THEY'LL HAVE TO START ALL OVER AGAIN?  
7 MR. RUFF: IF YOUR THOUGHT IS THAT, I'M IN AN  
8 AGREEABLE MODE.  
9 MR. DEPALMA: YOUR HONOR, IS THIS AN APPROPRIATE TIME  
10 JUST FOR A BRIEF INTERJECTION?  
11 THE COURT: YES.  
12 MR. DEPALMA: AGAIN, JOSEPH DEPALMA ON THE NUNEZ  
13 CASE.  
14 THE COURT: WELCOME, SIR.  
15 MR. DEPALMA: I THINK GIVEN THE HYPOTHETICAL THAT  
16 WE'RE ALL FACED WITH, WHICH IS THAT MENU FOODS MAY, AFTER  
17 COUNSEL SPEAKS WITH HIS CLIENT, COME BACK AND TELL EVERYBODY  
18 HERE TODAY THAT THERE'S GOING TO BE A TOTAL STAND DOWN FROM  
19 FURTHER COMMUNICATIONS. THAT HYPOTHETICAL, IF IT'S ANSWERED  
20 IN THE WAY WE ALL HOPE IT WILL BE ANSWERED, ALLEVIATES  
21 EVERYTHING THAT I REALLY NEED TO SAY TODAY ABOUT THE LETTER,  
22 THE CONTENTS AND HOW IT CAME ABOUT. IT WOULD SEEM TO ME BEST,  
23 AT LEAST FROM MY POINT OF VIEW, THAT AS YOUR HONOR SUGGESTED,  
24 IT MAY BE WISE TO ADJOURN THIS HEARING FOR ANOTHER DAY, TO  
25 GIVE MENU FOODS THE ABILITY TO ANSWER THE HYPOTHETICAL

UNITED STATES DISTRICT COURT  
CAMDEN, NEW JERSEY

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1 QUESTION. AND IF IT COMES BACK AND IT'S GOING TO STAND DOWN  
2 FROM ALL COMMUNICATIONS AND THIS LETTER ISN'T EVEN GOING TO GO  
3 OUT --

4 THE COURT: RIGHT.

5 MR. DEPALMA: -- YOU DON'T EVEN NEED TO HEAR FROM ME.  
6 THAT'S MY INITIAL COMMENT.

7 THE COURT: OKAY. I AGREE WITH THAT.

8 MR. RUFF: NOT TO SAY I WOULDN'T LIKE TO STAY IN  
9 CAMDEN OVERNIGHT, YOUR HONOR, BUT I DIDN'T BRING A CHANGE OF  
10 CLOTHES. SO IF YOU'LL ALLOW ME TO GO OUT NOW AND MAKE A CALL  
11 WHILE ALL COUNSEL ARE HERE, I'D PREFER TO GET YOU AN ANSWER.  
12 I'M A GUY THAT GIVES -- TRY TO GET THINGS DONE SOONER THAN  
13 LATER. SO IF I CAN -- IT'S 4:20 NOW, IF I CAN GET THE PEOPLE  
14 BEFORE 4:30, SOME ON TORONTO TIME, SO IS THE SAME AS EASTERN  
15 TIME IN NEW JERSEY, I WOULD LIKE TO BE ABLE TO REPORT TO --

16 THE COURT: LET ME GIVE THESE TWO GENTLEMEN AN  
17 OPPORTUNITY TO ENTER THEIR APPEARANCES. AND THEN I WANT TO  
18 GIVE MR. PAUL ANOTHER OPPORTUNITY TO SPEAK HERE BECAUSE THIS  
19 IS HIS APPLICATION AND HE HAS TO BE COMFORTABLE WITH  
20 ADJOURNING THIS AND COMFORTABLE WITH PROCEEDING THIS WAY. I  
21 AM, BUT I WANT TO MAKE SURE HE HAS AN OPPORTUNITY TO RAISE ANY  
22 QUESTIONS HE WANTS TO RAISE.

23 YES, SIR.

24 MR. FERRARA: GOOD AFTERNOON, YOUR HONOR.

25 THE COURT: GOOD AFTERNOON.

UNITED STATES DISTRICT COURT  
CAMDEN, NEW JERSEY

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1 MR. FERRARA: IF IT PLEASE THE COURT, MICHAEL  
2 FERRARA. I HAVE TWO CASES OF THE 40 PENDING, JUDGE, ONE IS  
3 BONIER. JUDGE, I WAS THE ONE WHO HAND DELIVERED THIS LETTER  
4 FROM MR. EDELSON TO YOUR HONOR TODAY.

5 THE COURT: THANK YOU, SIR.

6 MR. FERRARA: HE COULDN'T BE HERE, BUT SCOTT KAMBER  
7 FROM THE NEW YORK BAR CAME DOWN. HE'S NOT ADMITTED HERE BUT  
8 WITH YOUR HONOR'S PERMISSION I WOULD LIKE FOR HIM TO SPEAK.

9 THE COURT: OKAY. AND IS HE FROM?

10 MR. FERRARA: NEW YORK.

11 MR. KAMBER: KAMBER & ASSOCIATES IN NEW YORK, YOUR  
12 HONOR.

13 THE COURT: STEP UP, SIR, PLEASE.

14 MR. KAMBER: MR. EDELSON COULDN'T BE HERE TODAY, HE  
15 HAD JUST GOTTEN A COPY OF THE LETTER, PROPOSED PLAINTIFF'S  
16 LETTER YESTERDAY, AND I'VE BEEN WORKING WITH MR. EDELSON AND

# **EXHIBIT G**

WEXLER | TORISEVA | WALLACE

Limited Liability Partnership  
Chicago, IL • Wheeling, WV • Sacramento, CA

June 4, 2007

**VIA ELECTRONIC MAIL (PDF) AND FACSIMILE (312) 346-8242**

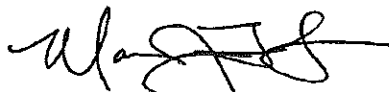
Edward B. Ruff, III  
PRETZEL & STOUFFER  
One South Wacker Drive, Suite 2500  
Chicago, IL 60606

Re: *Pet Food Products Liability Litigation*, MDL No. 1850

Dear Ed:

Attached is a list that identifies named representative plaintiffs in federal suits against Menu Foods, compiled by Wexler Toriseva Wallace LLP as of June 4, 2007. We believe that Menu Foods and/or its related entities likely possess the most current information on the cases brought against them. Accordingly, this list should be cross-checked against Menu Foods' own information in ascertaining who among Menu Foods' contact list is also a named plaintiff, for purposes of preventing further contacts with known represented parties.

Very truly yours,

  
MARK J. TAMBLIN

MJT/rif  
Enclosures

cc: Russell D. Paul

Contact Information:

Mark J. Tamblin  
mjt@wtwlaw.us

1610 Arden Way  
Suite 290  
Sacramento, CA 95815

(916) 568-1100  
(916) 568-7890 fax  
[www.wtwlaw.us](http://www.wtwlaw.us)

**Named Plaintiffs in Pending Federal Cases  
Against Menu Foods**  
*In Re Pet Food Products Liability Litigation*, MDL Docket No. 1850

---

**A**

Adams, Michelle  
Aiello, Cirio  
Amro, Heather

**B**

Barbi, Shane  
Barbi, Sia  
Bartilucci, Steve  
Berndl, Leslie  
Birney, Audrey  
Birney, George  
Blaszkowski, Renee  
Boehm, Gregory  
Bonier, Janice  
Brankov, Camilla  
Brazilian, Mara  
Britton, Guy  
Brown, Carol  
Bruski, Gary  
Bullock, Jim  
Byers, Kay  
Byers, Loren

**C**

Calvin, Sarah  
Carestio, Lynne  
Carter, David  
Cashman, Mark  
Cohen, Mark  
Cohen, Mona  
Colliard, John  
Colquitt, Steve  
Conner, James  
Connerton, Megan  
Conti, Chantelle  
Cooper, Kirby  
Cutler, Cheri  
Cutter, Marianna

**D**

Davis, Patricia  
deBarathy, Luke  
Dicaprio, Mary  
Diedrich, Diana  
Dineen, Lerae  
Donnelly, Stephen

**E**

Englander, Jayne  
Englander, Mitch

**F**

Ferrarese, Maria Teresa  
Finestone, Kelly  
Ford, Hayley  
Fuxe, Sonja  
Freeman, Steven

**G**

Gagliardi, Troy  
Golding, Mark  
Grady, Lois  
Gray, Sandra L.  
Guercioni, Olivia  
Guthrie, Nancy

**H**

Hart, Jennifer  
Heller, Stacey  
Hicks, Dinitrise  
Hidalgo, Julie  
Hirni, Jennifer  
Hollub, Amy  
Holt, LizaJean

Howe, Dawn

I

Ingles, Sherry

J

Jackson, Deena  
Jackson, Nick  
James, Don  
Johnson, Christina  
Johnson, Jacqueline  
Johnson, Paul Randolph  
Johnson, Suzanne E.

K

Keller, Dixie  
Klemann, Craig R.  
Klimes, Larry  
Kohler, Alicia  
Kohler, Charles  
Kornelius, Audrey  
Kramer, Shannon J.  
Krosschell, Wendy

L

Labbate, Jason  
Lavoie, Paul  
Light, Barbara  
Long, Matt

M

Majerczyk, Dawn  
Matthews, Tammy  
McCullough, Michele  
McGuriman, Judy  
Mello, Kimberly  
Migliore, Laura  
Mitchell, Cecily  
Mitchell, Maria  
Mitchell, Terrence  
Moran, Gail

Moses, Jim  
Moses, Terri  
Mueller, Richard  
Mullen, Deborah A.

N

Nash, Frances  
Navarrete, Tammy  
Nunez, Alexander

O

Osborne, Lauri A.

P

Palmer, Elizabeth  
Payne, Robert  
Percy, Helen  
Picus, Margaret  
Pirches, Karen  
Pittsonberger, Jayme  
Puett, Sheryl

Q

[None]

R

Rapp, David  
Reeves, Daniel Ray  
Richard, Jennifer  
Richard, Paul  
Robinson, Sheree A.  
Robinson, Toinette  
Rodrigues, Lidia  
Rozman, Stephanie  
Rusiecki, Jeff

S

Schneider, Peggy  
Scott, Richard  
Sexton, Shirley

Shingle, Sandra	
Sims, Charles Ray	[None]
Sims, Pamela	
Smith, Barbara	
Sokolwski, Todd	<u>Z</u>
Steinsapir, Kaye	
Streczyn, Marion	[None]
Suggett, Michele	
Swarberg, Diane	

T

Thomas, Gary  
Thomson, Suzanne  
Tinker, Linda  
Tompkins, Emily  
Townsend, Dennis Lee  
Townsend, Glenna  
Trautmann, Robert  
Troiano, Christina  
Turturro, Kami

U

Ullman, Phyllis A.

V

[None]

W

Wahl, Ken  
Washington, Sheila R.  
Weitz, Linda  
Whaley, Tom  
Whitt, Megan  
Widen, Barbara  
Wilson, Larry  
Workman, Jared

X

[None]

Y

# **EXHIBIT H**





FRANCIS MCGILL HADDEN  
Director

Gibbons P.C.  
1700 Two Logan Square  
18th & Arch Streets  
Philadelphia, Pennsylvania 19103-2760  
Direct: (215) 446-6275 Fax: (215) 446-6305  
fhadden@gibbonslaw.com

July 5, 2007

**OVERNIGHT MAIL**

The Honorable Noel L. Hillman  
United States District Court,  
District of New Jersey  
Mitchell H. Cohen U. S. Courthouse  
Room 6020  
1 John F. Gerry Plaza  
Camden, NJ 08101

Re: Sokolowski v. The Iams Company, et al.  
United States District Court  
Case Number 1:07-cv-1709  
Our File No. 106344-59701

Dear Judge Hillman:

This letter reports on discussions held between Iams and plaintiffs' counsel regarding ongoing company communications with customers who have contacted Iams regarding the Menu Foods Recall. We are pleased to advise that we have reached agreement regarding those communications. Plaintiffs' counsels' agreement is represented by Mr. Paul's signature on this letter. This letter outlines the agreement and attaches copies of the agreed-upon communications. In light of the agreement, Iams anticipates that plaintiffs will withdraw the pending Motion for Protective Order. Iams also plans to end its voluntary suspension and recommence the settlement portion of its reimbursement program on Monday, July 9, 2007.

The first letter attached (Exhibit A) will be addressed to customers who sought reimbursement and subsequently received a check from REM containing the erroneous language. The letter makes clear that the language was a mistake, that the check does not represent a settlement and that customers do not give up any potential claims they may have against the company by cashing the check.

The second letter (Exhibit B) will be addressed to customers who seek reimbursement and who have in the past received or submitted a release. This letter advises customers of the existence of the class action litigation, provides additional information about potential claims, the impact of settlement and other legal rights to enable customers to make informed decisions based upon several options, and suggests that customers consult with counsel regarding any questions they may have on these matters.

The third letter attached (Exhibit C) will be addressed to customers who seek and receive reimbursement for veterinary bills without being asked to sign a release or otherwise give up any

07/05/07 17:13 FAX 215 875 4636

BERGER & MONTAGUE

003

GIBBONS P.C.

The Honorable Noel L. Hillman  
July 5, 2007  
Page 2

potential claims they may have against the company. The letter advises that accepting reimbursement does not effect their rights in any way.

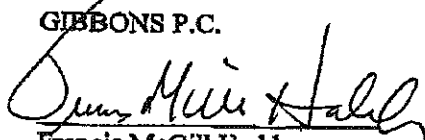
The fourth letter attached (Exhibit D) will be addressed to customers who seek and receive reimbursement for veterinary bills now and possibly, in addition, in the future and similarly advises that accepting reimbursement does not effect their rights in any way.

Iams is confident that the agreed-upon communications are appropriate under the law and meet or exceed all legal requirements. This agreement will enable Iams to continue to fulfill its mission to support its customers and communicate with them during this difficult time. We are pleased that the parties have reached agreement on these issues and look forward to recommencing our program.

Thank you for the Court's consideration. We remain available to provide additional information or answer any questions Your Honor may have.

Respectfully submitted,

GIBBONS P.C.



Francis McGill Hadden  
Director

BERGER & MONTAGUE, P.C.



Russell D. Paul

FMH/mah  
Attachments

cc: Brian Wright, Esquire (via e-mail)  
D. Jeffrey Ireland, Esquire (via e-mail)  
Bruce Newman, Esquire (via e-mail)  
Lisa Rodriguez, Esquire (via e-mail)  
Joseph DePalma, Esquire (via e-mail)  
Mark J. Tamblyn, Esquire (via e-mail)  
Scott Kamber, Esquire (via e-mail)

Dear \_\_\_\_\_:

First and foremost, we want to repeat our profound regret for the loss of your pet. We appreciate your patience in this difficult situation.

While the cause of the reported illnesses has not been definitively determined, we are reimbursing your veterinarians bills associated with the Menu Foods recall. Payment in the amount of \_\_\_\_\_ has been requested and you should receive a check within the next six weeks. Cashing the check does not affect your rights in any way.

Should a health concern arise in the next four months, we will consider providing reimbursement for veterinarian bills that are demonstrated to be linked to the Menu Foods recall. Please use the following toll-free number, (800) 782-0923, to contact us during the next four months for consideration for reimbursement.

Again, we are deeply saddened by the loss of your pet.

Sincerely,

Marti Hisson  
Manager Consumer Relations  
Iams/Eukanuba

Dear \_\_\_\_\_:

First and foremost, we want to repeat our profound regret for the loss of your pet. We appreciate your patience in this difficult situation.

While the cause of the reported illnesses has not been definitively determined, we are reimbursing your veterinarians bills associated with the Menu Foods recall. Payment in the amount of \_\_\_\_\_ has been requested and you should receive a check within the next six weeks. Cashing the check does not affect your rights in any way.

Again, we are deeply saddened by the loss of your pet.

Sincerely,

Marti Hissong  
Manager Consumer Relations  
Iams/Eukanuba

**[THE IAMS COMPANY]**

Dear \_\_\_\_\_:

This letter follows up on a check that we sent you previously as reimbursement for veterinary and other expenses associated with your purchases of recalled Iams or Eukanuba products. The check incorrectly stated on its face that it was "for full and final settlement." Iams does not intend the check to represent the full and final settlement of any claim you might have regarding our recalled products, but only reimbursement for your veterinary and other expenses. You have not released any claims you may have against any Company, including The Iams Company or The Procter & Gamble Company, by accepting reimbursement. Cashing the check does not affect your rights in any way. After cashing this check, you may still seek to recover additional amounts by either participating in a class action or by bring your own action related to the recalled pet food.

We cannot give you any legal advice. If you have any questions about this letter or the check you received, please consult an attorney. If you are currently represented by an attorney, please do not contact us but forward this letter to the attorney who should feel free to contact us directly.

Sincerely,

Marti Hisson  
Manager Consumer Relations  
Iams/Eukanuba

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## **EXHIBIT B**

Re: Important Notice to Customers of Legal Rights

Dear:

This letter supplements earlier communications we had concerning your claim for reimbursement. While our earlier communications explained P&G Pet Care's reimbursement program, this letter provides additional information about your legal rights. This letter does not offer legal advice, but rather it contains additional information so that you may make an informed decision about your options. If you have any questions, then please contact an attorney.

If you are currently represented by a lawyer regarding any claim you may have in this matter, then it is not appropriate for us to communicate with you about your case. If you are represented by a lawyer, you received this letter because we were not aware of that representation, and we ask that you please pass this letter along to your lawyer immediately and ask your lawyer to respond to the letter. If you are contacted by us (whether by phone or email) at any time after you are represented by a lawyer, then please state that you are represented by a lawyer, end the contact, and inform your lawyer.

You have already contacted us and we either have responded or currently are responding to your claim; however, there are options that you may want to consider and discuss with an attorney before you settle your claim with us.

First, you may be eligible to participate in a class action lawsuit. The recall of various pet food products has led to numerous class action lawsuits filed in federal and state courts throughout the United States and Canada. It is our expectation that those federal class actions will soon be consolidated into a single action in the United States District Court for the District of New Jersey and are referred to as *In re Pet Food Products Liability Litigation*, MDL Docket No. 1850. If a class action lawsuit moves forward and your pet was harmed by the recalled pet food, you may be eligible to share in any recovery achieved in that class action. The recovery sought by plaintiffs in the class action includes the initial veterinary expenses incurred by pet owners. Also, plaintiffs may seek other expenses, including emotional distress, continued veterinary expenses and medical monitoring of your pet, autopsy and funeral expenses, although the recovery of these additional categories of expenses may vary from state-to-state.

If you wish to participate in a class action lawsuit instead of seeking settlement directly from P&G Pet Care, then it is not necessary for you to do anything at this time and it is important that you should not sign or return the release that we sent you earlier. If you already signed and returned a release but you now wish to participate in a class action lawsuit, then please sign the attached form and return the form and any payment you received from P&G Pet Care in the enclosed self-addressed envelope. If you return the attached form and the payment you received from P&G Pet Care, then we

will not enforce any release that you signed and returned previously and you will retain any potential claims you may have against P&G Pet Care. You may then be eligible to participate in the class action lawsuits or resolve your claim with P&G Pet Care in the future. You may contact an attorney of your choice to discuss your legal options at any time.

Second, P&G Pet Care remains committed to settling claims by paying its customers for any reasonable expenses incurred as a result of dogs and cats consuming one of our products that was recalled and you may resolve your claim directly with P&G Pet Care. If you wish to do so and have already signed and returned a release and received money, then it is not necessary for you to do anything more. You may wish, however, to discuss with an attorney whether the amount of money you received is adequate. If you have not signed and returned a release and you wish to continue to seek a settlement directly from P&G Pet Care in full and final settlement of your claims, then return the release to us in the enclosed self-addressed envelope and we will send you a settlement check in the amount stated in our previous letter. Again, you may wish to speak with an attorney before doing so. Please note that if you sign a release and accept a settlement directly from P&G Pet Care, then you will be releasing all claims relating to any damages sustained as a result of the Menu Foods recall and you may not be permitted to participate in the above-mentioned class action lawsuits.

Third, you can retain your own attorney to pursue your own case regarding the recalled pet food.

Finally, you can do nothing. You are not required to seek reimbursement from P&G Pet Care or to contact any attorney associated with the class actions. Even if you do nothing at this time, you may be eligible to participate in a class action in the future.

If you have any additional questions regarding the full extent of your options, then you should speak to an attorney. If you are currently represented by an attorney, then please forward this communication to them immediately and ask your attorney to contact us directly.

Again, we are deeply saddened by your pet's illness.

Sincerely,

Marti Hissong  
Manager Consumer Relations  
Iams/Eukanuba



# **EXHIBIT I**

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**Berger & Montague, P.C.**  
ATTORNEYS AT LAW

**Russell D. Paul**

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June 22, 2007

Via E-Mail and Regular Mail

Amy W. Schulman, Esquire  
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1251 Avenue of the Americas  
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Carlos F. Ortiz, Esquire  
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Edward B. Ruff, III, Esquire  
Pretzel & Stouffer Chartered  
One South Wacker Drive, Suite 2500  
Chicago, IL 60606-4673

Re: Workman, et al. v. Menu Foods, et al.  
Civil Action No. 07-cv-1338

Dear Counsel:

We note that attorneys with DLA Piper US LLP have entered their appearance in the above-reference matter on June 12, 2007.<sup>1</sup> As I am sure you are all aware, three hearings were held before Judge Hillman on May 18, 23 and 24, 2007 that resulted in the entry of a Consent Order on June 4, 2007 relating to, *inter alia*, Menu Foods' communications with pet owners.

In a conference call held by Judge Hillman on June 5, 2007 in which I participated on

---

<sup>1</sup> Judge Hillman consolidated the 44 cases filed against Menu Foods in the District of New Jersey from the bench at the hearing on May 18, 2007.

**Berger & Montague, P.C.**

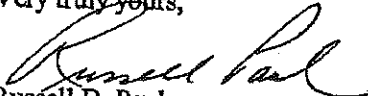
ATTORNEYS AT LAW

Amy W. Schulman, Esquire  
Carlos F. Ortiz, Esquire  
Steven G. Gooby, Esquire  
Edward B. Ruff, III, Esquire  
June 22, 2007

behalf of plaintiffs and Ed Ruff and David Lillehaug participated on behalf of Menu Foods, Judge Hillman directed that counsel continue to work diligently to collectively formulate an acceptable curative communication from Menu Foods to affected pet owners should Menu Foods desire to move the Court to communicate with affected pet owners in the future.

Please contact me immediately so that we can begin to work together on this important matter.

Very truly yours,

  
Russell D. Paul

RDP:lb

cc: Sherrie Savett, Esq.  
Mark Tamblyn, Esq.  
Jeniphyr Breckenridge, Esq.  
Stuart Davidson, Esq.  
David Lillehaug, Esq.

416888

# **EXHIBIT J**

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**BLIM & EDELSON, LLC ATTORNEYS AT LAW**

THE MONADNOCK BUILDING - 53 WEST JACKSON BOULEVARD  
SUITE 1642 - CHICAGO, ILLINOIS 60604

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FAX: (312) 913-9401  
WWW.BLIMLAW.COM

June 27, 2007

The Honorable Noel L. Hillman  
United States District Court; District of New Jersey  
Mitchell H. Cohen U.S. Courthouse  
1 John F. Gerry Plaza; Room 6020  
Camden, NJ 08101

1709  
Re: *Sokolowski v. Menu Foods Limited*, No. 07-CV-1338

Dear Judge Hillman:

Yesterday afternoon I received the briefs concerning a pending emergency motion for a protective order concerning The Iams Company ("Iams"). My firm similarly had been investigating the issue of whether Iams was improperly communicating with represented individuals. Based on the results of that investigation, we do not share the concerns voiced by Plaintiff Todd Sokolowski.

Although many of my firm's clients have interacted with Iams, it appears as though Iams has been careful to avoid speaking to people who are represented by counsel. I have uncovered only one example to the contrary, and even there, the facts seem to support Iams' overall position. Approximately two weeks ago, one of our clients reported to me that a woman from REM (Iams' claims adjuster) had called her home and questioned her husband about the loss of her pet. At the end of the conversation, REM's representative asked my client's husband whether my client was represented by counsel. When he said that she was, the REM representative apologized, admitted that she should have begun with that question, and invited me to telephone her.

I accepted the invitation and telephoned REM. The woman I spoke to admitted all of the pertinent facts stated above. She appeared forthright and apologetic. She said that she had been instructed not to speak to represented individuals and that "she is only human" and had made a mistake. She further confirmed that Iams would not use any information she had gathered and would make no further attempts to contact my client. I told her I was satisfied with her explanation.

Based on this experience, and in speaking to numerous other clients of my firm, I do not understand Iams to have engaged in bad faith or acted otherwise improperly. We have contacted other firms that represent large numbers of clients who have told us that they have similar views.

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I further question the "emergent" nature of Sokolowski's filing – coming immediately after the issuance of the JPML's assignment order. By doing this unilaterally and at this speed, it appears that Sokolowski's counsel has filed this motion more for the purpose of positioning than for any substantive reason.

That being said, I do not profess to speak for all of individuals pursuing claims against Iams. They very well may have different experiences. Nevertheless, I thought this letter might be helpful to the court.

Respectfully,

/s/ Jay Edelson

Jay Edelson

# **EXHIBIT K**

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1

**ORIGINAL**

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

RECEIVED  
JUL 11 2007  
CLERK

JUL 11 -9 A 10:34

**TODD SOKOLOWSKI,**

**PLAINTIFF,**

**-VS-**

**IAMS COMPANY, ET AL,**

**DEFENDANTS**

**CIVIL ACTION NUMBER:**

**07-1709 (NLH)**

**TELEPHONE CONFERENCE CALL**

**FRIDAY, JULY 6, 2007**

**MITCHELL H. COHEN UNITED STATES COURTHOUSE  
1 JOHN F. GERRY PLAZA,  
CAMDEN, NEW JERSEY, 08101**

**B E F O R E:**

**THE HONORABLE NOEL L. HILLMAN, UNITED STATES  
DISTRICT COURT JUDGE, DISTRICT OF NEW JERSEY,  
SITTING AT CAMDEN, NEW JERSEY.**

**A P P E A R A N C E S:**

**NEWMAN, CREED & ASSOCIATES  
BY: KEVIN E. CREED, ESQUIRE  
ATTORNEY FOR PLAINTIFF, TODD SKOLOWSKI**

**WEXLER, TORISEVA, WALLACE, L.L.P.,  
BY: MARK J. TAMBLYN, ESQUIRE  
ATTORNEY FOR PLAINTIFF MENU FOODS**

**TRUJILLO, RODRIGUEZ & RICHARDS, L.L.P.,  
BY: LISA J. RODRIGUEZ, ESQUIRE,  
ATTORNEY FOR PLAINTIFF MENU FOODS**



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3

1 (The following takes place telephonically before the  
2 Honorable Noel L. Hillman, United States District  
3 Court, District of New Jersey, sitting at Camden,  
4 New Jersey, July 6, 2007)

5 THE COURT: This is Judge Hillman.  
6 Could I get appearances, please?

7 MR. HADDEN: Frank Hadden, from the Gibbons  
8 firm, on behalf of Iams.

9 MR. IRELAND: Jeff Ireland and Brian Wright,  
10 from Faruki, Ireland and Cox, on behalf of the  
11 defendant, the Iams Company.

12 MR. PAUL: Russell Paul, from Berger and  
13 Montague, on behalf of plaintiff.

14 MR. TAMBLYN: Your Honor, Mark Tamblyn,  
15 Wexler, Toriseva and Wallace, in Sacramento, on  
16 behalf of plaintiffs.

17 MR. KAMBER: Scott Kamber, Kamber and  
18 Associates, on behalf of plaintiffs.

19 MR. CREED: Kevin Creed, Newman, Creed and  
20 Associates, on behalf of plaintiffs.

21 MS. RODRIGUEZ: Also Lisa Rodriguez on  
22 behalf of plaintiffs.

23 THE COURT: We have heard of her, right?

24 If you could for Mr. Daner's purposes and  
25 everyone else involved in the process here, to state

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4

1 your name before you speak so that we can get the  
2 accurate, an accurate transcript and record here.

3 Let me see, I received a letter from the,  
4 joint letter from Mr. Hadden and Mr. Paul, which  
5 lists, I think all of you on here, or most of you on  
6 here are cc's.

7 There are just two issues that I had.

8 First of all, let me thank all of you for  
9 your efforts to reach a resolution. This helps  
10 advance the ball substantially, and it's appreciated  
11 by me personally, and I think for the efficient  
12 adjudication of these various matters that this is  
13 as I said a significant advance, so thank all of  
14 you.

15 Thanks to all of you.

16 My question, first question had to do with  
17 the second letter which I realized is probably the  
18 most complicated set of circumstances, but I,  
19 frankly, felt a little muddle-headed at the end of  
20 it. There's a lot in there.

21 I wanted to suggest to you that perhaps it  
22 would benefit from some headings. I know it's  
23 delineated with first, second, and third, and  
24 finally, but perhaps a way to kind of lay out the  
25 options, if you will, to a recipient in an outline

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5

1 kind of form through the use of just a simple  
2 heading.

3 MR. PAUL: We completely agree, and I will  
4 say it's definitely in one of our drafts that the  
5 defendants would not --

6 THE COURT: We don't have the best  
7 equipment here so speak as slowly and not too loudly.  
8 Let me turn the volume -- it came across a little  
9 distorted. Repeat it.

10 MR. PAUL: I will say that we strongly agree  
11 that there should be headings that were definitely  
12 in one of our earlier drafts. The defendants did  
13 not agree at the time so that got dropped in the  
14 course of the negotiations.

15 THE COURT: Perhaps I can hear from Iams  
16 about whether they would reconsider some simple  
17 headings to make it a little more comprehensible to  
18 a lay person.

19 MR. IRELAND: Certainly to the extent you  
20 are asking us to reconsider that, we will absolutely  
21 do so. In the course of discussing the letter not  
22 only with the plaintiff's counsel but also with the  
23 customer service people who are ultimately  
24 responsible for sending out the letter and  
25 responding to questions about it, they thought it

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7

1 in this process, and are on this phone call, I don't  
2 want to be in a situation of finding out that  
3 there's a plaintiff's lawyer who has a case that I  
4 clearly have jurisdiction over against Iams, who has  
5 not had an opportunity to at least review this and  
6 interpose any objections.

7 Are there individual lawyers who now have a  
8 case pending before me against Iams who were not  
9 involved in this, and if so, would you object to me  
10 filing under the MDL number the letter and the final  
11 four versions, and giving notice through that  
12 mechanism to those lawyers so that they might have a  
13 week to raise any objections?

14 MR. PAUL: I think I would like to ask Mark  
15 Tamblyn to respond because he knows a lot of cases  
16 involved.

17 MR. TAMBLYN: We would certainly have no  
18 objections to that at all. And I think that's why  
19 counsel -- I am aware of other firms that have one  
20 or more cases against Iams and/or Proctor & Gamble,  
21 and I can provide the names of those firms to Your  
22 Honor.

23 My firm also has a case against Proctor &  
24 Gamble, and I have been involved in this process.  
25 So we can figure out the best way to -- I guess Your

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8

1 Honor's idea is to communicate that through the ECF.

2 THE COURT: At a minimum. In a perfect  
3 world we would try to assemble a list and also send  
4 them hard copies.

5 MR. TAMBLYN: I'm happy to assemble the list  
6 with the information I have and go and update it  
7 through pacer. But I'm also happy to call the  
8 lawyers involved as well.

9 THE COURT: That's very helpful and much  
10 appreciated.

11 Part of that involves asking Iams, despite  
12 their substantial efforts here to delay until the  
13 16th to recommence the reimbursement program.

14 I just want to put this on the record, give  
15 people an opportunity to comment, if at all, and  
16 then, then, then issue the go.

17 Would -- Mr. Hadden, do you see any  
18 problems with asking you to delay a week to make  
19 sure that everyone who is a stakeholder here had a  
20 chance to comment?

21 MR. HADDEN: It's not such a problem, but a  
22 concern. Iams had agreed to stand down from its  
23 settlement portion of the reimbursement program  
24 voluntarily while we attempted to work this out with  
25 plaintiff's counsel.

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1           We have been involved in extensive  
2 negotiations in a compressed period of time, but it  
3 was with the reassurance that we received, that a  
4 majority of cases were represented by the attorneys  
5 that were involved in this process. My concern is  
6 that, and I understand the Court's desires to look  
7 down the road and prevent any future issues that it  
8 may feel it doesn't want to deal with, but it places  
9 us in a position perhaps where -- as new attorneys  
10 come in, are these issues going to be reopened for  
11 Iams, where we will be asked to once again change  
12 our process and enter new negotiations? It feels  
13 like more than just multiple bites at the apple, and  
14 feels as if plaintiffs are being offered the  
15 opportunity to come at us with multiple  
16 perspectives, multiple times and get multiple  
17 maximum effects. I'm not sure that that places Iams  
18 in a fair position.

19           THE COURT: Well, I'm supposed to be fair  
20 to both sides, and certainly within my ability to  
21 say this achieves the result that I wanted to  
22 achieve, and unless the objection is substantial and  
23 truly meaningful, and I'm not suggesting I'm going  
24 through the process just to go through the process,  
25 but I just want to make sure that everybody who

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24

1 letter or complaint raised. We can't guarantee that  
2 an attorney somewhere or a party representative may  
3 come forward with an individual instance where  
4 something didn't go the way it was supposed to go.  
5 We can't guarantee that.

6 I think what we have submitted to Your  
7 Honor is the program that we have in place, the  
8 intentions behind it, the efforts, written efforts  
9 to express information, and provide folks so they  
10 can make the right decisions with multiple  
11 suggestions without talking to counsel. That's what  
12 we can do. We can't offer the Court a guarantee,  
13 and I appreciate Your Honor understands that. But I  
14 am just concerned that if something, if someone does  
15 raise their own problem or their own issue that Your  
16 Honor's going to look to Iams and say, as you  
17 mentioned, I told you so. I'm not sure we are in a  
18 position to guarantee that someone won't find a  
19 problem somewhere with some aspects of some letter  
20 or some particular circumstance or something didn't  
21 work the way it was supposed to.

22 THE COURT: I understand, and it would have  
23 to be reasonable. I'm just trying to, if someone  
24 knows about it and keeps their mouth shut, it makes  
25 it difficult to come a week later or two weeks later

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25

1 and say, do you know what, I don't like this. In my  
2 perfect world we would try to figure out -- we would  
3 send these copies to those lawyers who have brought  
4 suit again Iams, who have not been involved in the  
5 negotiations process, and say, this is happening and  
6 it's happening soon. Speak now or not be heard  
7 later.

8 And so, if Mr. Tamblin and counsel for Iams  
9 could compare notes and compare lists and send this  
10 out to those other individuals, and I know you don't  
11 want to upset an apple cart that has been carefully  
12 loaded, but I just think we would be in a better  
13 situation.

14 But, I'm just --

15 MR. HADDEN: I was just pointing out that  
16 Iams has heard Your Honor's concern and take your  
17 suggestion and your thoughts seriously, and will  
18 move forward accordingly.

19 THE COURT: All right.

20 Anything else?

21 I'm going to direct that this submission  
22 and the proposed letters to be used by Iams be filed  
23 on the ECF file, the master MDJ, and as well as a  
24 transcript of this phone conference.

25 I wish all of you well and good luck, and I



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1 appreciate all the hard work that went in by both  
2 sides, and we will hope for the best.

3 (At which time the matter was concluded)  
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